

GENERAL RELEASE

**TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,
KNOW THAT:**

LATOYA NEWKIRK as RELEASOR, in consideration of the total sum of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00), received from the COUNTY OF SUFFOLK as RELEASEE, receipt and adequacy whereof is hereby acknowledged, hereby releases and discharges **the County of Suffolk and Police Officer Mark Pay**, the RELEASEES, and the RELEASEES' heirs, executors, administrators, successors, agents, servants, employees, officials, and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this GENERAL RELEASE, including but not limited to any and all claims of any kind or any nature whatsoever which were raised, or could have been raised, in an action entitled **Newkirk v. The County of Suffolk, et al.**, Docket No. 17-cv-2960(MKB)(PK) including but not limited to any and all claims for attorney's fees under 42 USC §1988, and including, but not limited to, any and all claims against any Suffolk County personnel and/or official(s) who were not named as a party in such action.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that each and all of the plaintiff's claims in the foregoing action are disputed. The disposition of the foregoing action and/or the consideration paid hereunder are not evidence of nor an admission of any wrongdoing whatsoever by any of the named defendants or any unnamed or unidentified Suffolk County personnel and/or official(s) in the foregoing action.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD that the RELEASOR hereby releases the RELEASEES for all claims, of any kind or nature whatsoever, including, but not limited to any claim for attorney's fees, if any, notwithstanding the fact that the consideration paid hereunder is a single undivided sum which is not allocated as to the RELEASOR or his attorney. It is expressly agreed and understood that the consideration paid hereunder includes payment of any and all claims for attorney's fees, and that the manner of allocation, if any, of the consideration paid hereunder shall be determined solely and exclusively by and between the RELEASOR and his attorney, and in no way effects the validity of this RELEASE, even in the event the RELEASOR and his attorney are unable to reach an agreement as to the appropriate allocation of the consideration paid hereunder. It is further expressly agreed and understood that the RELEASOR shall indemnify and hold harmless the RELEASEES for any and all claims for RELEASOR'S attorney's fees.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD that the RELEASOR hereby releases and holds harmless the RELEASEES for any and all liens of any kind or nature whatsoever.

This GENERAL RELEASE MAY NOT be changed orally.

IN WITNESS WHEREOF, the RELEASOR has hereunto set his hand on the 18th day of April, 2024.

Latoya Newkirk
LATOYA NEWKIRK, Plaintiff

IN PRESENCE OF AND AGREED:

Brian T. Egan
BRIAN T. EGAN, Attorney for Plaintiff

STATE OF NEW YORK)
COUNTY OF) ss:

On the 18th day of April, 2024, before me personally came to me known, and known to me to be the individual described in, and who executed the foregoing GENERAL RELEASE, and duly acknowledged to me that he executed the same.

Stamp:

Christine Lapine
Notary Public, State of New York

